

1365

CERTIFICATE OF JUDGMENT

Printed by The Baldwin Times, Bay Minette, Ala.

THE STATE OF ALABAMA, }
Baldwin County

CIRCUIT COURT, August Term, 1949.

PEOPLES FERTILIZER CO.

Plaintiff

Vs.

ODIN THOMAS

Defendant

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 27 day of August, 1949,

a Judgment was rendered by said Court in the above stated cause, wherein

PEOPLES FERTIZILER CO.

was Plaintiff and ODIN THOMAS

was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of \$201.04

DOLLARS

and for the sum of \$11.85 DOLLARS,

the costs in said suit, and that C. G. Chason

are the Attorneys of record for the Plaintiff

in said cause.

Witness my hand this 27 day of August, 1949.

Clerk, Circuit Court, Baldwin County, Alabama.

CERTIFICATE OF JUDGMENT

....., Plaintiff...

Vs.

....., Defendant...

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT . . . LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons Odin Thomas to appear within thirty (30) days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of Peoples Fertilizer Company.

WITNESS my hand this 17th day of June, 1949.

W. J. Duck
Clerk

- COMPLAINT -

PEOPLES FERTILIZER CO.,

Plaintiff,

-vs-

ODIN THOMAS,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE

The plaintiff claims of the defendant One Hundred Seventy-Four Dollars (\$174.00) due by Promissory Note made by him on, to-wit, January 27, 1949, and payable on, to-wit, May 2, 1949, with interest at the rate of six per cent (6%) per annum from maturity.

The plaintiff avers that in and by the terms of said Note, the defendant waived as to this debt all right of exemption under the Constitution and Laws of Alabama or any other State, and of this waiver the plaintiff now claims the benefit.

The plaintiff further avers that in and by the terms of said note, the defendant agreed to pay all costs of collecting or securing or attempting to collect or secure said note, including a reasonable attorney's fee, and the plaintiff further claims of the defendant the further and addition sum of Twenty-seven Dollars (\$27.00) as such reasonable attorney's fee.

E. J. Thayer
Attorney for Plaintiff

6-24-49

Received in Sheriff's Office
this 18 day of June 1949
TAYLOR WILKINS, Sheriff

701365

SUMMONS AND COMPLAINT

Executed 6-24 1949
by serving copy of within Summons and
Complaint on

Odin Thomas

PEOPLES FERTILIZER CO.,
Plaintiff,

--VS--

ODIN THOMAS,
Defendant.

Taylor Wilkins Sheriff

By W. H. Stuelcken Deputy Sheriff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE
FILED

JUN 17 1949

ALICE J. DUCK, Clerk

CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA

NOTE AND MORTGAGE

Foley, Ala., 1/27/49 193...

\$ 174.00

On May 2nd 1949, I (or we) for value received, promise to pay to order of PEOPLES FERTILIZER COMPANY One Hundred Seventy Four and no/100 - Dollars Payable at office of J. H. Fidelity Co. of Foley Ala.

To secure the payment of this or any other debt we may owe the payee before this instrument is paid, I, (or we) hereby convey unto said payee, its successors and assigns, the following personal property in Baldwin County, Alabama. warranted to be the property of the maker and free and clear from any lien or encumbrance, viz:

My, or our, entire crop of cotton, corn, potatoes and all farm products and all rents accruing to me or us for 1949 and each succeeding year in the county where I (or we) now or may hereafter reside until this instrument is paid.

Should makers pay all amounts due hereunder and all other debts owing to payee, then this instrument to be void, otherwise to remain in full force, and should maker fail to pay the debts secured hereby or the interest thereon or any part thereof when due, or should maker cause, attempt or permit said property or any part thereof to be sold, abused, assigned, attached, encumbered, removed from county, loaned or subjected to any claim or lien of other parties; or should maker become the subject of any bankruptcy or any receivership proceedings, or should payee deem itself insecure, then, in any of said events, all amounts due hereunder or secured hereby shall at once be due and payable and payee may take possession of and sell all of said property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or private upon such terms, conditions and at such place or places as payee deems fit; should sale be public notice thereof shall be given for one day by posting written notice at the Court House door of Baldwin County; payee may bid and purchase property at any sale hereunder. The proceeds of any sale shall be applied, first, to the payment of all expenses and charges in connection with the enforcement hereof, preservation of said property or of title of payee, or for re-taking, holding, repairing and selling same, including a reasonable attorney's fee; second, to full payment of all amounts due payee, including all expenses and charges in connection with this instrument and the balance to be paid to maker.

The parties to this instrument, whether maker, indorser, surety or guarantor, each for himself, hereby severally agrees to pay all amounts due hereunder and secured hereby and as to such debts, or any renewal thereof, waives all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and each severally agrees to pay all costs of collecting, or securing, or attempting to collect or secure, such debts including reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and each of them severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension.

WITNESSES:

Odie Thomas SEAL

.....

..... SEAL

No.

ADDRESS

m1365

Chas. H. Johnson

NOTED AND MONITOR

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Pearl L. Deussen a Notary Public in and for said County in said State, personally appeared C. G. Chason, who is known to me, and who after being by me first duly and legally sworn, deposes and says under oath as follows:

That his name is C. G. Chason; that he is over the age of twenty-one years and a licensed practicing attorney at law in Baldwin County, Alabama; that he is the attorney for the Peoples Fertilizer Company in a suit on a Promissory Waive Note in which Odin Thomas is the defendant; that as a part of this note, the maker, who is the defendant in this case, agreed to pay all costs of collecting, including a reasonable attorney's fee; that there is due under said note \$174.00 plus interest at the rate of six per cent (6%) per annum from May 2, 1949, this being a total amount presently due of \$177.04; that affiant is familiar with legal fees allowed to attorneys for collection and that the amount of \$27.00 claimed as legal fees in said suit is a reasonable attorney's fee in this matter.

C. G. Chason
Affiant

Sworn to and subscribed before me,
a Notary Public, on this the 22
day of August, 1949.

Pearl L. Deussen
Notary Public, Baldwin County
State of Alabama